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GEORGE C. ROOKER, CLERK
D. Edwards D.C.

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

EVELYN WARD LEE)
vs.) DOCKET NO. 90 D-670
HOWARD LEE, JR.)
)
)

REC'D 07/05 0101 000-ECK 15.00

FINAL DECREE OF DIVORCE

BOOK 8392 PAGE 310

This cause came on to be heard on this the 14th day of January, 1991, before the Honorable Muriel Robinson-Rice, Judge of The Fourth Circuit Court for Davidson County, Tennessee, upon Complaint for Divorce filed by Wife against Husband, service of process upon Attorney for Husband and answer having been filed. The attorneys representing the parties having appeared and stated to the Court that Husband's answer is withdrawn and this case should proceed on the uncontested docket, the parties having entered into a Marital Dissolution Agreement. Further it appears to the Court that the Husband, Howard Lee, Jr., at the time of entering into the Marital Dissolution Agreement, hereinafter referred to, was a resident of Nashville, Davidson County, Tennessee, and that the Wife, Evelyn Ward Lee at the time of entering into the Marital Dissolution agreement was a resident of Nashville, Davidson County, Tennessee and the parties have entered into a written notarized Marital Dissolution Agreement which is here to the Court shown and referred thereto and therein by divorce docket number 90D-670. That said Marital Dissolution Agreement does affirmatively appear to be an equitable settlement of all property rights between the parties and same should be incorporated herein and made a part of this Final Decree of Divorce. Therefore, this case having been on file for 90 days as required by law and from statement of counsel, Plaintiff having appeared in open Court and from all the foregoing, it does appear that Irreconcilable Differences have arisen in the marriage and same should be terminated and the Marital Dissolution Agreement heretofore signed by the parties should be approved and made a part of the Final Decree of Divorce.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore subsisting between EVELYN WARD LEE and HOWARD LEE, JR., are hereby forever and perpetually dissolved and the parties restored to all the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court, in accordance with TCA Section 36-4-103, does affirmatively find that the parties have made adequate and equitable settlement of all property rights between the parties and same is hereby made a part of this Final Decree of Divorce, same being in fact and figures as follows:

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

EVELYN WARD LEE)

vs.) **DOCKET NO. 90D-670**

HOWARD LEE, JR.)

MARITAL DISSOLUTION AGREEMENT

This Agreement is entered into by and between EVELYN WARD LEE (hereinafter referred to as "Wife") and HOWARD LEE, JR., (hereinafter referred to as "HUSBAND") subject to the following premises, terms and conditions:

WITNESSETH

WHEREAS, the parties have experienced marital difficulties in the past, with result that WIFE has instituted a divorce proceeding against HUSBAND, with the complaint for absolute divorce being filed in the Fourth Circuit Court for Davidson County, Tennessee, with this marital dissolution agreement; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to support and maintenance of the parties' minor children, all property rights and to enter into a contract for the equitable settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effective with respect to all property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW, THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. DIVORCE: The parties agree that Wife shall proceed to trial and obtain a divorce in the Fourth Circuit Court for Davidson County on the grounds of irreconcilable differences, upon the Court's approval of this Marital Dissolution Agreement.

2. REAL PROPERTY: The parties own real property located 3413 Tisdall Drive, Whites Creek Tennessee, 37189 and more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 4-A of the Zone Lot Division of Lot No. 4 of Deer Meadows, Phase I, of record in Plat Book 5800, Page 396, amending Plat of record in Book 5800, Page 270, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Wife is vested with all right, title and interest in and to said real property and Husband is divested of all right, title and interest in said real property. Further, Husband does agree to execute a Quitclaim Deed to Wife conveying all his interest in said property. Wife will be solely liable for any and all indebtedness remaining on the real property located 3413 Tisdall Drive, Whites Creek, Tennessee 37189 and will hold Husband harmless therefrom. Property of the parties so possessing it.

3. Personal Property: The parties further agree that as of the date of this agreement the parties have equitably divided all articles of personal property and hereby ratify such division, acknowledging that all property in possession of either of them as of the date of this agreement is the sole and separate property of the parties so possessing it.

4. TAXES: The parties agree that any amount owed to the Internal Revenue Service for years 1990 and 1991 will be each individual's own responsibility. The parties further agree that if either party is required to pay the other person's share, then the paying party shall be entitled to collect from the defaulting party those amounts paid on the defaulting party's behalf.

5. DEBTS AND OBLIGATIONS: Each party will bear the sole and separate responsibility for all debts incurred individually either during the parties marriage or after the date of separation, and each will hold the other harmless for any liability related thereto.

6. CHILD CUSTODY AND SUPPORT: The parties agree that custody of the parties minor children, Ryan Howard Lee and Joseph Samuel Lee, shall be vested in the Wife and Husband agrees to pay Seven Hundred Twenty Five Dollars and 00/100 cents ($725.00) per month as child support to wife, to be paid each week, in equal installments of One Hundred Sixty Seven Dollars and 31/100 cents ($167.31), plus the clerk's commission of $8.37. Husband shall pay by way of wage assignment through the Circuit Court Clerk's Office, Metro Courthouse, Nashville, Tennessee.

The parties further acknowledge that the instant case is the only legal proceeding known to them anywhere involving the custody and support of the children.

7. INSURANCE: The husband agrees to continue to maintain medical, life, and death insurance through his employer. The parties' minor children Ryan Howard Lee and Joseph Samuel Lee shall remain the named beneficiaries on said policies.

Wife is responsible for payment of medical deductibles and husband shall pay for dental deductibles.

8. VISITATION: The parties further agree that husband shall have visitation with the minor children every other weekend beginning Friday at 6:00 P.M. until Sunday at 6:00 P.M. Husband shall pick up and return the minor children, at Wife's residence.

The parties agree husband shall have six(6) weeks summer vacation with the minor children to coincide with his vacation from work if the time does not interfere with the minor childrens' school attendance.

The parties agree to equally divide the time spent with the minor children on legal holidays; and to cooperate with each other in this regard.

9. EXECUTION OF DOCUMENTS: The parties agree to sign execute any and all necessary deeds, documents, titles or instruments to carry out and to put in full force and effect the intent and purpose of this agreement.

10. MARITAL RIGHTS: The parties understand and agree that this agreement is in full and final settlement of all marital rights between the parties and, except as otherwise provided herein, forever bars either party from and after the execution of this Agreement, from any and all claims for alimony, dower, curtesy, homestead or any other inheritance rights the parties may have acquired by their marriage, except as contained herein.

Wife will be allowed to resume the use of her maiden named, Evelyn Yvonne Ward.

11. NO INTERFERENCE: From the date of this Agreement each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall harass, molest, bother, nor interfere with the other, or compel or endeavor the other to cohabit or dwell with him or her.

12. VOLUNTARY ACCEPTANCE: The provisions of this Agreement and their legal effect have been fully explained to the parties by their respective counsel and each party acknowledges that the Agreement fully, adequately and sufficiently provides for the equitable settlement of the parties' property, rights and debt liability; that is being entered into voluntarily and that it is not the result of any duress or undue influence. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing thereof and that they have signed the same voluntarily.

13. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other that those expressly set forth herein.

14. ATTORNEY"S FEES AND COURT COSTS: The parties agree that Husband shall be responsible for any and all attorney's fees and HUSBAND agrees to be responsible for the court costs of this proceeding.

It is understood that this agreement is subject to the approval of the Court in the event a divorce is granted to either party herein and if approved by the Court, shall be incorporated into a final decree of divorce.

/S/
EVELYN WARD LEE

/S/
HOWARD LEE, JR.

IT IS ORDERED , ADJUDGED AND DECREED that all provisions of said agreement incorporated herewith are approved and made the judgment of the Court.

ENTERED this 14th day of Jan, 1991.

Honorable Muriel Robinson-Rice JUDGE

APPROVED FOR ENTRY:

JOY M. SIMS
Attorney for Wife
912 Stahlman Building
Nashville, TN 37201
(615) 244-8171
TSCR #10609

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CERTIFICATE OF SERVICE

I certify a true and exact copy of the foregoing was mailed to the Honorable Edward Kindall, Attorney for Husband, Suite 533, the Stahlman Building, Nashville, Tennessee 37201, this 14th day of January, 1991.

JOY M. SIMS

STATE OF TENNESSEE

I, **GEORGE L. ROOKER,** *Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the* Fourth *Circuit Court for Davidson County, Tennessee, on the* 14th *day of* January, *19* 91, *in Case Number* 90D-670 *between* Evelyn Ward Lee *Plaintiff, and* Howard Lee, Jr. *Defendant, as same remains of record in Book* 193B, *Page* 888 *of the Minutes of said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 5th *day of* July *in the year one thousand nine hundred and* ninety-one *and in the* 216th *year of American Independence.*

GEORGE L. ROOKER, *Clerk,*

By Brenda Tucker, *D.C.*